



Legislation Text

File #: 23-006, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Corporation Counsel with a Request to APPROVE a SETTLEMENT AGREEMENT and Release, in Exchange for the Resignation of JEREMY LAYMAN.

BACKGROUND:

Officer Jeremy Layman was terminated from employment with the City of Peoria Police Department on February 20, 2018, after an internal investigation into his conduct determined he had violated multiple provisions of the Rules and Regulations of the City of Peoria Police Department. The internal investigation concluded that Layman had posted information to social media wherein he (1) engaged in conduct that brought the department into disrepute; (2) had not engaged in conduct with the public that would foster public respect and cooperation; and (3) released or divulged investigation information or other information concerning the activities of the City of Peoria Police Department.

On February 21, 2018, Layman filed a grievance, Grievance No. 18-01, to contest his termination. The Peoria Police Benevolent Association went through the grievance process per the collective bargaining agreement for Grievance No. 18-01. Each time, the termination of Layman was upheld by the City.

On July 20, 2018, Layman, represented by the PPBA's legal counsel, filed a Complaint for Declaratory Judgment in the Central District, Case No. 18-CV-01269, asking the Court to "declare that some, most or all of the Plaintiffs activities for which he was terminated were protected speech under the First Amendment to the United States Constitution." On November 8, 2018, the Honorable Judge McDade issued an Order denying the request for Declaratory Judgment.

As the matter was unresolved by the parties, a grievance arbitration between the City and PPBA was conducted on June 4, 2019, regarding the termination of Layman in front of the Arbitrator Gibbons. The issue agreed to be arbitrated pursuant to the CBA between the City and the PPBA was "If there was just cause to terminate Officer Jeremy Layman. If not, what shall the remedy be?" A grievance arbitration award was issued by the Arbitrator on December 23, 2019. The Award stated that the City, *inter alia*, could only impose a non-terminable penalty solely for disclosing investigative information on social media, and that Layman was to be reinstated to his position as patrol officer and receive all back wages and benefits.

The City filed a timely review of the Award on January 22, 2020, in circuit court based on the Arbitrator exceeding his authority under the Uniform Arbitration Act and/ or that the Award violated public policy. After some time, the circuit court set this matter for a final hearing on the Award. The PPBA/ Layman and the City filed pre-hearing briefs for the court on October 29, 2021. The final hearing was held on November 5, 2021. The Award was affirmed by the circuit court after the hearing.

The City filed a timely appeal to the Third District Appellate Court. The Third District Appellate Court upheld the Award finding that 1) the Arbitrator did not exceed his authority when he found that the Layman's social media posts were racially insensitive but not overtly racist and 2) the City failed to establish that Layman violated a well-defined public policy. Given the Third District Appellate Court decision, and the affirmation of the Award, the City was required to reinstate Jeremey Layman as a patrol officer and to pay him all back wages and benefits.

The back pay owed to Layman, for the time frame of February 21, 2018, through December 22, 2019, day

after termination to day before the arbitration award, is \$178,981.09. This amount will be reduced by \$17,737.03, Layman's pension contribution for the back pay period, and any Medicare, state and federal taxes. The City will have to contribute an additional \$97,738.30 towards the Police Pension Fund for the back pay period.

The Award also stated that Layman was to be brought back as a patrol officer. To incentive Layman's resignation and to avoid further litigation, the City offered a full payout of Layman's accrued time, from February 21, 2018 to January 1, 2023, at his final rate of pay, to total \$90,095.04. In exchange for the full payout, Layman's resignation would be effective January 1, 2023.

Layman, the PPBA, and the President of the PPBA executed the Settlement Agreement and Release on December 22, 2022.

FINANCIAL IMPACT: \$90,095.04 for accrued time payout/ retirement incentive

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City will no longer employ a police officer who has lost rapport with its citizens.

IMPACT IF DENIED: Officer Jeremy Layman will continue employment with the City as a patrol officer, pending re-certification and trainings. Per the arbitration award, the City will still owe Layman the back pay of \$178,981.09, minus Layman's pension contribution of \$17,737.03 and any Medicare, state and federal taxes. Additionally, the City will still have to contribute an additional \$97,738.30 towards the Police Pension Fund for the back pay period.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER: N/A

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Safe Peoria

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Have an efficient government.

DEPARTMENT: Legal